

### III. RESPONSIBILITIES OF PARTIES

3.01. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

3.02. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

3.03. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

3.04. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

(a) Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

(b) Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

3.05. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

3.06. Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users.

Additionally, Local Exchange Company understands that presently BST has no method to

differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

#### IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Agreement shall be used for no purposes other than those set forth in this Agreement.

#### V. TERMS

This Agreement will be effective as of \_\_\_\_\_, 1996, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

#### VI. FEES FOR SERVICE AND TAXES

6.01. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

6.02. Sales, use and all other taxes (excluding taxes on BST's income) determine by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

#### VII. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of

negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

#### VIII. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

## IX. MISCELLANEOUS

9.01. It is understood and agreed to by the parties that BST may provide similar services to other companies.

9.02. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

9.03. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

9.04. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

9.05. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

9.06. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

9.07. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by  
their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Robert T. Gehring  
Title: SR DIR-STRAT MGMT  
Date: 6-1-96  
Address: 675 W PEACHTREE ST  
ATLANTA GA 30375

THE LOCAL EXCHANGE COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT D

(pursuant to Section 6.16)

- Local Loop Transmission from the BellSouth central office to the customer's premises, unbundled from local switching or other services.
- Channelization system including multiplexing and concentration for unbundled exchange access loops.
- Local transport from the trunk side of wireline local exchange carrier switch unbundled from switching or other services.
- Local switching on the line side unbundled from transport, local loop transmission, or other services.
- Unbundled line side exchange ports.
- Operator call completion services including access to directory assistance, operator call processing access service, busy line verification and emergency interrupt.
- Nondiscriminatory access to databases and associated signaling necessary for call routing and completion, including 800 database, SS7 network, BellSouth's Line Information Database.
- Centralized Message Distribution System - Hosting and Non-Sent Paid Report System.

## EXHIBIT E

### BLANKET AGENCY AGREEMENT LETTER

I am an official of \_\_\_\_\_ ["Company"]<sup>1</sup> and am authorized to commit my company to the conditions stated herein:

1. Company will not submit any requests or inquiries for Resale or Facility Based local service provisioning under Blanket Agency Agreement procedures to [BellSouth<sup>2</sup>] for which it does not have proper authorization from the End User upon whose behalf service is offered.

2. Company will instruct its End Users to deal directly with Company on all inquiries concerning their Local Service. This may include, but is not limited to, billing, repair, directory listings, and number portability.

3. Company is authorized to release all information regarding the End User's local service to [BellSouth].

4. In the event that an End User challenges action taken by [BellSouth] as a result of the above mentioned service request, Company will indemnify and hold harmless [BellSouth] for any damages or losses, resulting from Company's preparation and submission of service requests for which it did not have proper End User authorization.

5. In the event that an End User challenges billing which resulted from local service requests submitted to [BellSouth] by Company under this Blanket Agency Agreement, then Company will indemnify and hold harmless [BellSouth] for any damages, losses, costs and attorney's fees, if any, arising from [BellSouth] provisioning and maintenance of the End User's local service due to errors in the ordering of said service by Company.

6. In the event that an End User disputes actions taken by Company as a result of a submission by Company of a service request for disconnection or termination of a previously submitted local service request for which it did not have proper End User authorization, then Company will indemnify and hold harmless [BellSouth] for any damages, losses, costs and attorney's fees, if any, resulting from said dispute.

7. This Agreement shall continue in effect unless canceled by prior written notice by Company or [BellSouth] thirty (30) days prior to the effective date of cancellation. Cancellation shall not release or limit any matters occurring prior to the cancellation of this Blanket Agency Agreement.

## **Exhibit G**

**BellSouth/Time Warner Rates - Florida  
Unbundled Network Elements**

**BellSouth/Time Warner Interim Rates - Mississippi  
Unbundled Network Elements**

**BellSouth/Time Warner Interim Rates - North Carolina  
Unbundled Network Elements**

AMENDMENT

TO

MASTER INTERCONNECTION AGREEMENT BETWEEN  
TIME WARNER COMMUNICATIONS AND  
BELLSOUTH TELECOMMUNICATIONS, INC. DATED JUNE 1, 1996

Pursuant to this Agreement (the "Amendment"), Time Warner Communications ("Time Warner") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties dated June 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Time Warner and BellSouth hereby covenant and agree as follows:

1. The Parties agree to adopt the Bona Fide Request Process attached hereto as Exhibit F. The Bona Fide Request Process applies only when Time Warner requests services and unbundled network elements that are not otherwise provided for in the Interconnection Agreement.

2. Article V, Section 5.02 is hereby deleted in its entirety and replaced with the a new Article V, Section 5.02 as follows: :

5.02 Compensation for Call Termination. The following compensation rates shall apply for traffic delivered between the Parties pursuant to this Agreement.

a. The delivery of Local Traffic between Companies and BellSouth shall be reciprocal and compensation shall be mutual. For terminating Local Traffic (other than Transit Calls constituting Local Traffic) on each other's networks the parties shall pay each other the rates set forth in Exhibit G (Florida, Mississippi, and North Carolina) for Call Transport and Termination on a per minute of use basis. The reciprocal rate in Tennessee is \$.004 per minute of use for End Office termination and \$.0015 for Tandem Office termination (including transport) and \$.0055 (plus transport) for termination through the End Office and Tandem Office.

b. The Parties will compensate each other at the rate applicable to Tandem office termination for the provision of intermediary tandem switching and transport services with respect to Transit Calls constituting Local Traffic.

c. The delivery of intrastate toll traffic between the Company and BellSouth shall be reciprocal and compensation will be mutual. Each Party shall pay each other identical rates for terminating the same type of traffic on each other's network. The Parties will pay each other BellSouth's intrastate Exchange

Access rate elements on a per minute of use basis for originating and terminating intrastate toll traffic as appropriate.

The following service elements shall apply to intraLATA toll calls (including Toll Free Service Calls whether the provider is a Company or BellSouth), except that certain elements may be inapplicable with collocation:

- Tandem Switched Transport:
  - Fixed - per minute of use
  - Variable - per minute per mile of use; provided, however that an average mileage of 5 miles shall apply to all intraLATA toll traffic regardless of the actual mileage between the access tandem and the BellSouth end office.
- Tandem Switching - per minute of use
- Interconnection charge (IC) - per minute of use
- Local Switching - per minute of use
- Carrier Common Line - per minute of use
- 800 query charge - per query
- Record provision charge for intraLATA 800 records - per record

The applicable rates for the above elements can be found by reference to BellSouth access tariffs.

3. The Parties further agree that effective as of April 24, 1997, Article VI, Section 6.14 (g) shall be amended as follows:

The Parties shall provide RCF arrangements to each other at identical monthly rates. Recurring charges shall not exceed the actual cost of providing the service. There shall be no non-recurring charges. Until otherwise verified by reliable cost studies, actual cost for recurring charges are as follows:

1. Residential Services - \$1.15 per line, including 6 call paths;
2. Business Service - \$2.25 per line, including 10 call paths; and
3. Each additional path - \$.50.

In Florida the above listed rates shall not apply. The parties agree that in Florida each party will be responsible for tracking its own costs relative to providing interim number portability with the intent that once the FCC has made its final ruling on permanent number portability, each party would then be able to recover its costs pursuant to regulatory rules and orders.

4. Article VI, Section 6.15 is hereby deleted in its entirety and replaced with a new Article VI, Section 6.15 as follows:

BellSouth shall, upon request of Time Warner and to the extent technically feasible, provide to Time Warner access to its unbundled network elements for the provision of Time Warner's telecommunications service at the rates set forth in Exhibit G attached hereto. The Parties acknowledge that Time Warner's access to unbundled network elements in Tennessee is covered by Time Warner's letter to BellSouth dated July 1, 1997.

Access to unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by Time Warner itself or by any other vendor. Time Warner may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible. In all states of BellSouth's operation if BellSouth combines unbundled Network Elements for Time Warner to create services identical to BellSouth's retail offerings, the requested service will be provided as resale and the prices charged to Time Warner for the combined services shall be computed at BellSouth's retail price less the wholesale discount established by the Commission and offered under the same terms and conditions as BellSouth offers the service.

5. Article VI, Section 6.15.1 is added as part of the interconnection agreement to read as follows:

BellSouth will provide the following Unbundled Sub-Loop Elements: Loop Concentrator, Unbundled Sub-Loop, Network Interface Device (NID) and Unbundled Sub-Loop Feeder pursuant to the rates and conditions set forth in Table 1 below:

Table 1\*

State	Loop Concentrator per system	Unbundled Sub-Loop	NID Per line, per month	Unbundled Sub-Loop Feeder
Florida	BFR	\$7.00	\$0.76	BFR
Mississippi	BFR	BFR	\$0.67	BFR
North Carolina	BFR	BFR	\$0.52	BFR
Tennessee	\$2.73	\$9.23 excluding NID	\$0.56	BFR

\* The above stated rates are monthly rates and do not include non-recurring rates.

The Parties agree that the prices reflected in Table 1, except as noted in Florida's price table, shall be subject to true-up (up or down) based on final prices either determined by further agreement or by a final order (including any appeals) of the relevant public service commission or other body having jurisdiction over the subject matter of this Amendment. The prices shown for Florida in Table 1 are

interim and subject to true-up. The true-up will consist of comparing the actual volumes and demand for each items, together with the price associated with such item by this Amendment, with the final prices determined for each item. Each party shall keep its own records upon which a true-up can be based and any final payment from one party from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up", the Parties agree that the body having jurisdiction over the matter for the affected states shall be called upon to resolve such differences, or that they will submit the matter to commercial arbitration in accordance with the terms contained in Article XX of the Interconnection Agreement.

6. By making these elements available to Time Warner, the parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

7. All references in the Interconnection Agreement to "this Agreement" or "the Agreement" shall be deemed to refer to the Interconnection Agreement as amended hereby. Exhibits F and G hereto shall be added as Exhibits F and G to the Interconnection Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

TIME WARNER COMMUNICATIONS  
OF NORTH CAROLINA, L.P., Raleigh  
Division

By: \_\_\_\_\_  
DATE: \_\_\_\_\_

BELLSOUTH TELECOMMUNICATIONS,  
INC.

By: \_\_\_\_\_  
DATE: \_\_\_\_\_

TIME WARNER COMMUNICATIONS  
OF NORTH CAROLINA, L.P., Greensboro  
Division

By: \_\_\_\_\_  
DATE: \_\_\_\_\_

TIME WARNER COMMUNICATIONS  
OF NORTH CAROLINA, L.P., Charlotte  
Division

By: \_\_\_\_\_  
DATE: \_\_\_\_\_

TIME WARNER AXS OF TENNESSEE, L.P.

By: \_\_\_\_\_  
DATE: \_\_\_\_\_

DIGITAL MEDIA PARTNERS

By: \_\_\_\_\_  
DATE: \_\_\_\_\_

TIME WARNER AXS OF FLORIDA, L.P.

By: \_\_\_\_\_  
DATE: \_\_\_\_\_

## **Exhibit F**

### **BONA FIDE REQUEST PROCESS**

- 1.0 Bona Fide Requests are to be used when Time Warner requests a change to any Services and Elements, including any new features, capabilities or functionalities.
- 1.1 A Bona Fide Request shall be submitted in writing by Time Warner and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a Time Warner's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. The request shall be sent to the Time Warner's Account Executive.
- 1.2 The requesting Party may cancel a Bona Fide Request at any time but will pay the other Party reasonable and demonstrable costs of processing and/or implementing the request up to the date of cancellation.
- 1.3 Within ten (10) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.
- 1.4 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to Time Warner a preliminary analysis of the Bona Fide Request. The preliminary analysis will include an estimate of BellSouth's development costs (plus or minus 25 percent) and state whether BellSouth can meet Time Warner's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Time Warner's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with Time Warner's designation of the request as being pursuant to the Act or pursuant to the need of the business. In no event shall any such disagreement delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide Time Warner with a preliminary analysis within thirty (30) days of BellSouth's receipt of a Bona Fide Request, BellSouth will inform Time Warner as soon as practicable. Time Warner and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.
- 1.5 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide Time Warner with a firm Bona Fide Request quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.

- 1.6 Unless Time Warner agrees otherwise, all proposed prices shall be in accordance with the pricing principles of the Act, and any applicable FCC and Commission rules and regulations.
- 1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, Time Warner will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal.

## EXHIBIT NO. 2

## AMENDMENT NO. 1

### MASTER INTERCONNECTION AGREEMENT

This Amendment to Master Interconnection Agreement (the "Amendment") is entered into effective the \_\_\_\_ day of September, 1997 by and between the telecommunications entities set forth on Exhibit A hereto (referred to collectively as "Time Warner") and BellSouth Telecommunications, Inc. ("BellSouth") (collectively the "Parties") for the purpose of establishing performance standards and measurements for interconnection arrangements between the Parties' telecommunications network facilities in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee (the "Territory").

### RECITALS

A. The Parties entered into a Master Interconnection Agreement (the "Agreement") effective June 1, 1996 which has been approved by the appropriate regulatory agencies in the Territory;

B. The Parties desire to amend the Agreement to provide for performance standards and methods for measurement of compliance with such standards consistent with all applicable federal, state and local statutes, rules and regulations and the terms and conditions of the Agreement; and

C. Further the Parties acknowledge that certain industry standards should be adopted for engineering purposes for the provision of interconnection services, facilities and equipment required by the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **I. GENERAL PROVISIONS FOR PERFORMANCE MEASUREMENTS**

1.1. In the event of any inconsistency or conflict between the standards, measurements, and performance requirements BellSouth provides itself or another ALEC and the standards, measurements, and performance requirements set forth in the Agreement or this Amendment, such inconsistency or conflict shall be resolved in favor of the standard, measurement and performance requirement most favorable to Time Warner.

1.2. In providing services, equipment and facilities necessary to implement Interconnection between the Parties' telecommunications networks, BellSouth shall provide Time Warner with the same quality of service BellSouth provides itself and its affiliates, its end-users, and other ALECs to the extent other ALECs are not requesting and paying for a higher quality of service. BellSouth's performance under this Amendment shall provide Time Warner with the capability to meet standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures. BellSouth shall satisfy all service standards, measurements and performance requirements set forth in the Agreement and this Amendment.

1.3. The parties acknowledge that the need will arise for changes to the measurements specified in this Amendment during the term of the Agreement. Such changes may include the addition or deletion of measurements or a change in the performance standard for any particular metric, as well as the provision of target performance levels, as set forth in this Amendment. Unless otherwise specified in this Amendment, the Parties agree to meet on a quarterly basis to review monthly measurements to determine if any changes are appropriate, and may include the provision to Time Warner of any additional measurements BellSouth may provide itself.

1.4. The Parties agree to monitor actual performance on a monthly reporting basis. If actual performance falls below agreed expectations, the Parties will perform a root cause

analysis. If necessary, a process improvement plan will be developed to improve the quality of service provided as measured by the performance measurements. The plan shall be developed expeditiously after it is determined that BellSouth's performance has fallen below agreed expectations.

## **II. PERFORMANCE MEASUREMENT**

2.1. The Parties have agreed to five (5) categories of performance to be measured: (1) Service Provisioning and Maintenance; (2) Interim Number Portability; (3) Directory Assistance; (4) Line Identification Database ("LIDB"); and (5) Customer Service Records. Each category shall be measured to indicate timeliness, accuracy and quality. BellSouth shall report the measurements for the activities in each category in comparison with the targets provided herein.

2.2. Except as otherwise provided in this Amendment, BellSouth shall provide measurement data on a monthly basis for each state in the Territory in which Time Warner offers service. The data shall be reported to Time Warner in a format that will enable Time Warner to compare BellSouth's performance for itself and all other ALECs as a group with respect to a specific measurement to BellSouth's performance for Time Warner for that same specific measurement. BellSouth shall also provide the data used to calculate each measurement for Time Warner as may be reasonably requested.

2.3. The Parties acknowledge that target performance levels have not been provided for all measurements and that such targets for certain categories of performance will be required to improve performance, to maintain parity with that which BellSouth has obligated itself to provide under this Agreement, or to improve service as Time Warner and BellSouth may

subsequently agree. BellSouth and Time Warner agree to meet to discuss establishment of such targets quarterly, starting no later than 90 days after actual performance occurs. Such targets will reflect a negotiated level of performance. Notwithstanding the foregoing, Time Warner reserves the right to request targets that exceed those required by this Amendment. Time Warner acknowledges that such a request may require reimbursement to BellSouth for reasonable and demonstrable costs incurred by BellSouth to provide such levels of performance.

### III. PERFORMANCE STANDARDS

### **A. Service Provisioning and Maintenance**

**Measurement/Interval**  
**(Business Days/BDAs)**

### 3.1. Provisioning Intervals:

### 3.1.1. Local Service Request (LSR)

- a. Rejection notice if any errors are found on the LSR, provided the LSR is received before 5 P.M. Eastern Time. 1 Hour
- b. LSRs not timely rejected will be deemed accepted.
- c. The start time for determining the Firm Order Confirmation (FOC) interval will commence with the receipt of a complete and accurate LSR.
- d. A rejected LSR will not start the FOC interval.
- e. Service Level I (SLI)- FOC delivered after receipt of an accepted LSR. SLI offers nondesignated loop suitable for POTS service. Includes "mechanized" order coordination such that Time Warner can specify one of three conversion windows for orders to be worked. Time Warner may request "manual order conversion" which will be performed at an incremental charge. Does not include a Design Layout Record (DLR). 24 Hours - 95% of time  
48 Hours - 5% of time

## Measurement/Interval

This performance measurement is contingent upon 90% accuracy of orders received from Time Warner.

- f. Service Level II - FOC will include electronic verification of availability of facilities at the time the FOC is issued, and a due date for installation. Also includes a DLR, test access points (referred to as SMAS), ground start facilities, manual order coordination (offered as part of the basic SLII service), and/or loops provisioned with test points. FOC delivered after receipt of an accepted LSR as follows:

1 - 5 loops; 90% of time  
10% of time  
5+ loops

48 Hours  
72 Hours  
Individual Case  
Basis (ICB)

This performance measurement is contingent upon 90% accuracy of orders received from Time Warner.

- g. Order coordination for specified conversion time is offered on both SLI and SLII. If such request can be accommodated, BellSouth will bill Time Warner the option charges associated with this activity.

### 3.1.2. Access Service Request (ASR) -

- a. The start time for determining the Firm Order Confirmation (FOC) interval will commence with the receipt of a complete and accurate ASR.
- b. FOC will include verification of availability of facilities and a due date for installation.

### 3.1.3. Installation Intervals

See Exhibits B & C

Installation intervals listed for each service/element are detailed in Exhibit B, "Recommended UNE Provisioning Targets," and Exhibit C, "Recommended Retail/Resale Provisioning Targets." (Exhibits attached

and incorporated by reference.)

**Measurement/Interval**

**3.2. Trunk Service Restoration**

- a. BellSouth technicians shall provide repair of service that is at least equal in quality to that provided to BellSouth customers.
- b. Trouble calls for Time Warner customers shall receive response time priority that is at least equal to that of BellSouth customers and shall be handled on a "first come, first served" basis regardless of whether the customer is a Time Warner or a BellSouth customer. BellSouth shall measure the average time it takes to restore service for itself, and other ALECs.
- c. BellSouth shall provide Repeat Troubles Report which shall measure multiple trouble reports from the same customer received within a 30-day period.

Time to Restore -  
TBD after three (3)  
months of data is  
available.

Repeat Troubles -  
TBD after three (3)  
of data is available.

**3.3. New Service Failure**

- a. BellSouth shall measure trouble reports from the same customer within the first 30 days after completion of the original service request.

"I" report - TBD  
after three (3)  
months of data  
is available.

**B. Interim Number Portability**

**3.4. Provisioning Intervals**

**3.4.1. Remote Call Forwarding (RCF) -**

1-25 lines  
26-50 lines  
51+ lines

2 BDAs  
3 BDAs  
Individual  
Case Basis  
("ICB")

**3.4.2. Direct Inward Dial (DID)**